

REMARKS

Claims 1-20 are pending herein.

Claims 1-14 and 18 are rejected.

Claims 15-17, 19 and 20 are objected to.

Claims 1, 2, 4, 5, 8-10, 18 and 20 are currently amended.

Claim rejections under 35 U.S.C. 102

Claims 1-4, 10 and 12 were rejected under 35 U.S.C. 102(b) as being anticipated by USPN 5,524,853 to Chippas.

In light of the amendments made to the claims in the present response, it is respectfully submitted that Chippas fails to anticipate claims 1-4, 10 and 12 under 35 U.S.C. 102(b), as hereinafter discussed in detail.

Chippas fails to disclose invention of claims 1-4

Reference is made to MPEP 2131, which states, "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference". *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).

The Chippas patent discloses a boat mooring device (10) which includes an arm (12), an extension having a slot (20) at one end of the arm for engaging an element (C1) on a boat (B) and a hook (40) at the opposite end of the arm for engaging an

element (C2) on a dock (D). However, Chippas fails to disclose **a** marine dock hitch comprising "[a] first housing and [a] second housing each having a bottom edge and a plurality of generally curved notches provided in said bottom edge", as set forth in amended claim 1 and defined by claims 2-4 as dependent therefrom.

Accordingly, it is respectfully submitted that Chippas fails to disclose "each and every element" as set forth in amended claim 1 and claims 2-4 as dependent therefrom, as required for anticipation by the Federal Circuit decision in *Verdegaal Bros. v. Union Oil Co. of California*.

It is therefore respectfully submitted that Chippas fails to anticipate claims 1-4 under 35 U.S.C. 102(b). Reconsideration and allowance of claims 1-4 is therefore respectfully solicited.

Chippas fails to disclose invention of claims 10 and 12

In the Office action, it was indicated that claim 15 was objected to. Accordingly, it will be noted that the limitations of claim 15 and of intervening claim 11 have been incorporated by amendment into claim 10, from which claims 11 and 15 formerly depended, and claims 11 and 15 have been canceled. Claim 12 depends from amended claim 10.

It is respectfully submitted that Chippas fails to disclose a marine dock hitch comprising "[a] first hitch coupling and [a] second hitch coupling each comprising a housing having a bottom edge and a catch receptacle for receiving [a] first hitch catch and [a] second hitch catch, respectively; and a generally curved front housing notch and a pair of generally curved side housing notches provided in said bottom edge of said housing", as set forth in amended claim 10 and defined by claim 12 as dependent therefrom.

Accordingly, it is respectfully submitted that Chippas fails to disclose "each and every element" as set forth in amended claim 10 and claim 12 as dependent therefrom, as required for anticipation by the Federal Circuit decision in *Verdegaal Bros. v. Union Oil Co. of California*.

It is therefore respectfully submitted that Chippas fails to anticipate claims 10 and 12 under 35 U.S.C. 102(b). Reconsideration and allowance of claims 10 and 12 is therefore respectfully solicited.

Claims 1-13 were rejected under 35 U.S.C. 102(b) as being anticipated by Heydolph.

It will be noted that claims 11 and 13 have been canceled. It is respectfully submitted that Heydolph fails to anticipate

remaining claims 1-10 and 12 under 35 U.S.C. 102(b), as hereinafter discussed in detail.

Heydolph fails to anticipate claims 1-9

It is respectfully submitted that Heydolph fails to anticipate amended claim 1, and claims 2-9 as dependent therefrom, since Heydolph fails to disclose a marine dock hitch comprising "[a] first housing and [a] second housing each having a bottom edge and a plurality of generally curved notches provided in said bottom edge", as set forth in amended claim 1.

Therefore, it is respectfully submitted that Heydolph fails to disclose "each and every element" as set forth in amended claim 1 and claims 2-9 as dependent therefrom, as required for anticipation by the Federal Circuit decision in *Verdegaal Bros. v. Union Oil Co. of California*.

Accordingly, it is respectfully submitted that Heydolph fails to anticipate claims 1-9 under 35 U.S.C. 102(b). Reconsideration and allowance of claims 1-9 is therefore respectfully solicited.

Heydolph fails to anticipate claims 10 and 12

It will again be noted that the limitations of claim 15 and of intervening claim 11 have been incorporated by amendment into claim 10, and claims 11 and 15 canceled, since claim 15 was

objected to in the Office action.

Therefore, it is respectfully submitted that Heydolph fails to anticipate amended claim 10, and claim 12 as dependent therefrom, since Heydolph fails to disclose a marine dock hitch comprising "[a] first hitch coupling and [a] second hitch coupling each comprising a housing having a bottom edge and a catch receptacle for receiving [a] first hitch catch and [a] second hitch catch, respectively; and a generally curved front housing notch and a pair of generally curved side housing notches provided in said bottom edge of said housing", as set forth in amended claim 10.

Therefore, it is respectfully submitted that Heydolph fails to disclose "each and every element" as set forth in amended claim 10 and claim 12 as dependent therefrom, as required for anticipation by the Federal Circuit decision in *Verdegaal Bros. v. Union Oil Co. of California*.

Accordingly, it is respectfully submitted that Heydolph fails to anticipate claims 10 and 12 under 35 U.S.C. 102(b). Reconsideration and allowance of claims 10 and 12 is therefore respectfully solicited.

Claim 18 was rejected under 35 U.S.C. 102(b) as being anticipated by USPN 4,708,083 to Billings.

In the Office action, it was indicated that claim 19 was objected to. Accordingly, the limitations of claim 19, which was formerly dependent from independent claim 18, have been incorporated by amendment into claim 18 and claim 19 has been canceled.

It is respectfully submitted that Billings fails to disclose a marine dock hitch comprising "...a lock handle pivotally carried by [a] first hitch coupling and [a] second hitch coupling, respectively, for removably engaging [a] first hitch catch and [a] second hitch catch, respectively", as set forth in amended claim 18.

Thus, it is respectfully submitted that Billings fails to disclose "each and every element" as set forth in amended claim 18, as required for anticipation by the Federal Circuit decision in *Verdegaal Bros. v. Union Oil Co. of California*.

Therefore, it is respectfully submitted that Billings fails to anticipate claim 18 under 35 U.S.C. 102(b). Reconsideration and allowance of claim 18 is therefore respectfully solicited.

Claim rejections under 35 U.S.C 103

Claim 14 was rejected under 35 U.S.C. 103(a) as being unpatentable over Heydolph.

Claim 14 depends from claim 12, and claim 12, in turn,

depends from amended claim 10. As heretofore noted, the limitations of claim 15 have been incorporated by amendment into claim 10 and claim 15 has been canceled.

It is respectfully submitted that Heydolph fails to render claim 14 obvious within the contemplation of 35 U.S.C. 103(a), since Heydolph fails to teach or suggest a marine dock hitch comprising "...[a] first hitch coupling and [a] second hitch coupling each comprising a housing having a bottom edge and a catch receptacle for receiving [a] first hitch catch and [a] second hitch catch, respectively; and a generally curved front housing notch and a pair of generally curved side housing notches provided in said bottom edge of said housing", as set forth in amended claim 10 and defined by claim 14 as dependent therefrom.

In the Office action, it was stated, "Heydolph fails to disclose a lock handle, however such fails to define over a wrench that could be used to tighten the locks".

While a wrench might conceivably be used to tighten the locks of the Heydolph device, it is respectfully submitted that the Heydolph patent fails to teach or suggest "a lock handle pivotally carried by said first hitch coupling and said second hitch coupling, respectively", as set forth in dependent claim 14. No mention is made in the Heydolph patent of pivotally attaching a wrench or any other locking device or tool to any element of the Heydolph device.

It is therefore respectfully submitted that Heydolph fails

to render claim 14 obvious within the contemplation of 35 U.S.C. 103(a). Reconsideration and allowance of claim 14 is therefore respectfully solicited.

Claim Objections

In the Office action, it was indicated that claims 15-17, 19 and 20 were objected to. It will again be noted that the limitations of claim 15 and of intervening claim 11 have been incorporated by amendment into independent claim 10 and claims 15-17 have been canceled.

It will again be noted that the limitations of claim 19, formerly dependent from claim 18, have been incorporated by amendment into claim 18 and claim 19 has been canceled. Claim 20 depends from amended claim 18.

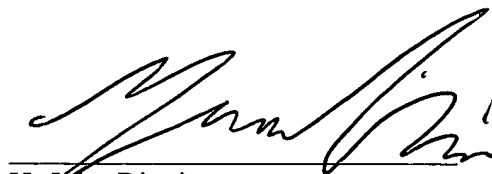
Therefore, in accordance with the indication of allowable subject matter cited in the Office action, it is respectfully submitted that claim 20, as dependent from amended claim 18, is now in condition for allowance. Reconsideration and allowance of claim 20 is therefore respectfully solicited.

Conclusion

Every effort has been made to amend applicant's claims in order to define his invention in the scope to which it is entitled. Accordingly, reconsideration and allowance of claims 1-10, 12, 14, 18 and 20 is respectfully solicited.

Respectfully submitted,

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